



**Health Services**  
LOS ANGELES COUNTY

**Los Angeles County  
Board of Supervisors**

August 15, 2006

**Gloria Molina**  
First District

**Yvonne B. Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO VARIOUS  
CHILD CARE CENTER SERVICE AGREEMENTS**  
(Districts 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup>, and 5<sup>th</sup>) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to accept and sign Amendment No. 6 to Agreement Nos. H-201020 and H-201249, and Amendment No. 2 to Agreement No. H-211744, each with Knowledge Learning Corporation, Inc., and Amendment No. 9 to Agreement No. 59762, and Amendment No. 2 to Agreement H-700258, each with Child Development Consortium of Los Angeles, substantially similar to Exhibits I through V, to extend the terms six months, effective September 1, 2006 through February 28, 2007, with an option to further extend the terms on a month-to-month basis, through August 31, 2007, with no additional net cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is delegating authority to the Director, or his designee, to sign five Amendments to extend each of the terms through February 28, 2007, with an option to extend on a month-to-month basis through August 31, 2007, for the continued provision of child care center services at several Department of Health Services' (DHS or Department) facilities, at no additional net cost. The current Agreements will expire on August 31, 2006.

The Department intends to conduct a solicitation process to be completed prior to the August 2007 expiration date of the agreements. The requested term extension of the agreements will allow for the uninterrupted provision of services while the Department completes the solicitation process.

FISCAL IMPACT/FINANCING:

The child care centers are self-supporting from fees paid by parents of the children attending the child care centers. Funding for the in-kind costs associated with providing the utilities and other space support service is included in the Fiscal Year 2006-2007 Adopted Budget, and will be requested as a continuing appropriation in future years. There is no additional net cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On July 12, 1988, the Board approved an agreement with Child Development Consortium of Los Angeles, Inc. (CDCLA) for the provision of child care services at

**Bruce A. Chernof, MD**  
Director and Chief Medical Officer

**John R. Cochran III**  
Chief Deputy Director

**William Loos, MD**  
Acting Senior Medical Officer

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
Fax: (213) 481-0503

[www.ladhs.org](http://www.ladhs.org)

*To improve health  
through leadership,  
service and education.*



**www.ladhs.org**

LAC+USC Medical Center (LAC+USC). Subsequently, the Board approved Amendments Nos. 1 through 8 to extend the term of the Agreement through August 31, 2006. The previous Amendment approved by the Board on December 14, 2004 was misdesignated as Amendment No. 9.

On April 4, 1989, the Board approved Agreement No. 60973 with CDCLA for the provision of child care center services at Olive View-UCLA Medical Center (Olive View) through August 31, 1992. Subsequently, the Board approved Amendments Nos. 1 through 7 to extend the term of the Agreement through June 30, 2004. On October 21, 2003, the Board approved a renewal Agreement, No. H-700258, through August 31, 2006.

On March 24, 1992, the Board approved Agreement No. H-201020 with Children's Discovery Centers of America, Inc. (Discovery), for the provision of child care services at H. Claude Hudson Comprehensive Health Center (Hudson) through December 31, 1994. Subsequently, the Board approved Amendments Nos. 1 through 5, to extend the term of the Agreement through August 31, 2006.

On June 23, 1992, the Board approved Agreement No. H-201249 with Discovery for the provision of child care services at Harbor-UCLA Medical Center (Harbor) through June 30, 1995. Subsequently, the Board approved Amendments Nos. 1 through 6 to extend the term of the Agreement through August 31, 2006.

On May 30, 2000, the Board approved Agreement No. H-211744 with Knowledge Learning Corporation, Inc. (Knowledge), for the provision of child care center services at Rancho Los Amigos National Rehabilitation Center (Rancho) through August 31, 2005. Subsequently, the Board approved Amendment No. 1 to extend the term of the Agreement through August 31, 2006.

On August 29, 2000, the Board approved a Consent to Assignment from Discovery to Knowledge Beginnings Corporate Solutions, Inc., for the provision of child care center services at Hudson and Harbor.

On December 16, 2003, the Board approved term extensions for the above referenced Agreements.

On December 14, 2004, the Board approved extensions on agreements for child care center services at Hudson, Harbor, LAC+USC, and Olive View, and on September 13, 2005, for Rancho, all of which are in effect through August 31, 2006. The Board also approved a name change from Knowledge Beginnings Corporate Solutions, Inc. (dba Discovery) to Knowledge Learning Corporation, in agreements for Hudson and Harbor.

The Administration of each facility, via the Child Care Center Advisory Committee, is responsible for program monitoring.

The child care centers operate from 6:00 a.m. - 6:00 p.m., Monday through Friday and are available for children of County employees and children from the surrounding community.

The County provides each aforementioned contractor with rent free space at the five DHS facilities, along with utilities, housekeeping, maintenance, etc. The Agreements also provide for parking for Contractor's employees where available.

There is no additional net cost associated with this action.

It is not appropriate to advertise Amendments on the Los Angeles County online website.

The Child Care Center Services Agreements may be terminated within thirty days by either party upon written notice to the other party.

The Honorable Board of Supervisors  
August 15, 2006  
Page 3

The recommended action is consistent with DHS' goal of improving the well-being of children and families in the Los Angeles County.

County Counsel has approved the Amendments (Exhibits I, II, III, IV and V) as to use and form.

Attachment A provides additional information.

CONTRACTING PROCESS:

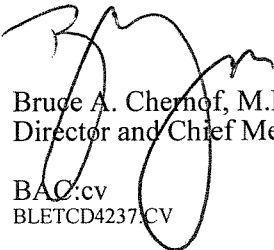
The Department previously indicated its intent to conduct a solicitation process for child care services before the August 31, 2006 expiration date. However, the solicitation has not been completed due to staff shortages and other Departmental priorities. The Department's intention is to complete the solicitation by the end of this year.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the five amendments will ensure uninterrupted child care center services at Hudson, Harbor, Rancho, LAC+USC, and Olive View.

When approved, this Department required three copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:cv  
BLETC4237 CV

Attachments (6)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**SUMMARY OF AGREEMENT AMENDMENT**1. Type of Service:

Child care center services at Hudson, Harbor, Rancho, LAC+USC, and Olive View.

2. Agency Addresses and Contact Persons:

Knowledge Learning Corporation, Inc.  
650 NE Holladay Street, Suite 1400  
Portland, Oregon 97322  
Attention: Sheila Niehaus  
Telephone: (800) 633-1488 Fax: (503) 736-1838  
Email: [msass@klcorp.com](mailto:msass@klcorp.com)

Child Development Consortium of Los Angeles, Inc.  
2123 Parkside Avenue  
Los Angeles, California 90031  
Attention: Lisa Wilkins  
Telephone: (323) 221-8791 Fax: (323) 221-9376  
Email: [lisaw@cdcla.org](mailto:lisaw@cdcla.org)

3. Term:

The five amendments (H-201020-6, H-201249-6, H-211744-2, 59762-9 and H-700258-2) will become effective on August 1, 2006 through February 28, 2007, with the option to extend on a month-to-month basis, until August 31, 2007.

4. Financial Information:

There is no additional net County cost.

5. Facilities to be served:

The child care center services will be provided at: H. Claude Hudson Comprehensive Health Center, Harbor/UCLA, LAC+USC, and Olive View/UCLA Medical Centers, and Rancho.

6. Approvals:

H. Claude Hudson Comprehensive Health Center:	Carolyn Clark, Administrator
Harbor-UCLA Medical Center:	Tecla Mickoseff, CEO
Rancho Los Amigos National Rehabilitation Center:	Valerie Orange, CEO
LAC+USC Medical Center:	Pete Delgado, CEO
Olive-View-UCLA Medical Center:	Melinda Anderson, CEO
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel:	Christina A. Salseda, Deputy County Counsel

Contract No. H-201020-6

CHILD CARE CENTER SERVICES ON COUNTY SITE AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

KNOWLEDGE LEARNING  
CORPORATION, FORMERLY KNOWN  
AS CHILDREN'S DISCOVERY  
CENTERS, INC. (hereafter  
"Contractor").

WHEREAS, reference to that certain document entitled "CHILD  
CARE CENTER SERVICES ON COUNTY SITE AGREEMENT", dated March 24,  
1992, and Amendment Nos. 1 through 5 thereto, and further  
identified as County Agreement No. H-201020 (all hereafter  
referred to as "Agreement");

WHEREAS, the term "Medical Center" refers to County's H.  
CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER, located at 2829 Grand  
Avenue, Los Angeles, California 90007; and

WHEREAS, Agreement provides that changes may be made in the  
form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on September 1, 2006.

2. Agreement is hereby extended from September 1, 2006 through February 28, 2007, and may be extended by Director on a month-to-month basis, for a period of time not to exceed six (6) months, commencing on March 1, 2007 through August 31, 2007.

3. Paragraph 22, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be deleted in its entirety and replaced with the following:

"22. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies

against Contractor as it could pursue in the event of default by Contractor."

4. Paragraph 34, CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM PARTICIPANTS FOR EMPLOYMENT, shall be deleted in its entirety and replaced with the following:

"34. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN or GROW participants by job category to the Contractor."

5. Paragraph 52, VALIDITY, shall be added to Agreement as follows:

"52. VALIDITY: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision."



6. Paragraph 53, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, shall be added to Agreement as follows:

"53. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

7. Paragraph 51, NOTICES, of Agreement shall be renumbered as Paragraph 54.

8. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of  
Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

Director of Health Services or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
KNOWLEDGE LEARNING CORPORATION, INC.  
Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
(Type Name)

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMEND 04239:CV  
CV:06/15/06

CHILD CARE CENTER SERVICES ON COUNTY SITE AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

KNOWLEDGE LEARNING  
CORPORATION, FORMERLY KNOWN  
AS CHILDREN'S DISCOVERY  
CENTERS, INC. (hereafter  
"Contractor").

WHEREAS, reference to that certain document entitled "CHILD  
CARE CENTER SERVICES ON COUNTY SITE AGREEMENT", dated June 23,  
1992, and Amendment Nos. 1 through 5 thereto, and further  
identified as County Agreement No. H-201249 (all hereafter  
referred to as "Agreement");

WHEREAS, the term "Medical Center" refers to County's HARBOR-  
UNIVERSITY OF CALIFORNIA LOS ANGELES MEDICAL CENTER, located at  
975 W. Carson Street, Torrance, California 90502; and

WHEREAS, Agreement provides that changes may be made in the  
form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on September 1, 2006.
2. Agreement is hereby extended from September 1, 2006 through February 28, 2007, and may be extended by Director on a month-to-month basis, for a period of time not to exceed six (6) months, commencing on March 1, 2007 through August 31, 2007.
3. Paragraph 22, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be deleted in its entirety and replaced with the following:

"22. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies

against Contractor as it could pursue in the event of default by Contractor."

4. Paragraph 34, CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM PARTICIPANTS FOR EMPLOYMENT, shall be deleted in its entirety and replaced with the following:

"34. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN or GROW participants by job category to the Contractor."

5. Paragraph 52, VALIDITY, shall be added to Agreement as follows:

"52. VALIDITY: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision."

6. Paragraph 53, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, shall be added to Agreement as follows:

"53. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

7. Paragraph 51, NOTICES, of Agreement shall be renumbered as Paragraph 54.

8. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.



IN WITNESS WHEREOF, the Board of Supervisors of the County of  
Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

Director of Health Services or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
KNOWLEDGE LEARNING CORPORATION, INC.  
Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
(Type Name)

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMEND04240:CV  
CV:06/15/06

Contract No. H-211744-2

CHILD CARE CENTER SERVICES ON COUNTY SITE AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

KNOWLEDGE LEARNING CORPORATION,  
INC. (FORMERLY KNOWN AS  
CHILDREN'S DISCOVERY CENTER DBA  
KNOWLEDGE BEGINNINGS CORPORATE  
SOLUTIONS, INC., hereafter  
"Contractor").

WHEREAS, reference to that certain document entitled "CHILD  
CARE CENTER SERVICES ON COUNTY SITE AGREEMENT", dated May 30,  
2000, and further identified as County Agreement No. H-211744  
(all hereafter referred to as "Agreement");

WHEREAS, the term "Medical Center" refers to County's RANCHO  
LOS AMIGOS NATIONAL REHABILITATION CENTER, located at 7601 East  
Imperial Highway, Downey, California 90242;

WHEREAS, Agreement provides that changes may be made in the  
form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on September 1, 2006.
2. Agreement is hereby extended from September 1, 2006 through February 28, 2007, and may be extended by Director on a month-to-month basis, for a period of time not to exceed six (6) months, commencing on March 1, 2007 through August 31, 2007.
3. Paragraph 23, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be deleted in its entirety and replaced with the following:

"23. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies

against Contractor as it could pursue in the event of default by Contractor."

4. Paragraph 39, CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM PARTICIPANTS FOR EMPLOYMENT, shall be deleted in its entirety and replaced with the following:

"39. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN or GROW participants by job category to the Contractor."

5. Paragraph 59, VALIDITY, shall be added to Agreement as follows:

"59. VALIDITY: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision."

6. Paragraph 60, CONTRACTOR'S CHARITABLE ACTIVITIES

COMPLIANCE, shall be added to Agreement as follows:

"60. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

7. Paragraph 49, NOTICES, of Agreement shall be renumbered as Paragraph 61.

8. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of  
Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/



Director of Health Services or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
KNOWLEDGE LEARNING CORPORATION, INC.  
Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
(Type Name)

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMEND 04238:CV  
CV:06/15/06

EXHIBIT IV

Contract No. 59762-9

CHILD CARE CENTER SERVICES ON COUNTY SITE AGREEMENT

AMENDMENT NO. 9

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

CHILD DEVELOPMENT CONSORTIUM  
OF LOS ANGELES, INC.,  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document  
entitled "CHILD CARE CENTER SERVICES ON COUNTY SITE AGREEMENT",  
dated July 12, 1988, and Amendment Nos. 1 through 8 thereto, and  
further identified as County Agreement No. 59762 (all hereafter  
referred to as "Agreement");

WHEREAS, the term "Medical Center" refers to LOS ANGELES  
COUNTY-UNIVERSITY OF SOUTHERN CALIFORNIA (LAC+USC) MEDICAL  
CENTER located at 1401 N. Mission Road, Los Angeles, California  
90033; and

WHEREAS, Agreement provides that changes may be made in the  
form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on September 1, 2006.
2. Agreement is hereby extended from September 1, 2006 through February 28, 2007, and may be extended by Director on a month-to-month basis, for a period of time not to exceed six (6) months, commencing on March 1, 2007 through August 31, 2007.
3. Paragraph 22, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be deleted in its entirety and replaced with the following:

"22. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies

against Contractor as it could pursue in the event of default by Contractor."

4. Paragraph 34, CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM PARTICIPANTS FOR EMPLOYMENT, shall be deleted in its entirety and replaced with the following:

"34. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN or GROW participants by job category to the Contractor."

5. Paragraph 52, VALIDITY, shall be added to Agreement as follows:

"52. VALIDITY: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision."

6. Paragraph 53, CONTRACTOR'S CHARITABLE ACTIVITIES

COMPLIANCE, shall be added to Agreement as follows:

"53. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

7. Paragraph 51, NOTICES, of Agreement shall be renumbered as Paragraph 54.

8. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of  
Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

Director of Health Services or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer  
  
CHILD DEVELOPMENT CONSORTIUM OF  
LOS ANGELES, INC.  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
(Type Name)

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMEND04242:CV  
CV:06/15/06



Contract No. H-700258-2

CHILD CARE CENTER SERVICES ON COUNTY SITE AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

CHILD DEVELOPMENT CONSORTIUM  
OF LOS ANGELES, INC.,  
(hereafter "Contractor").

WHEREAS, reference to that certain document entitled "CHILD CARE CENTER SERVICES ON COUNTY SITE AGREEMENT", dated October 21, 2004, Amendment No. 1 dated December 14, 2004, and further identified as County Agreement No. H-700258 (hereafter referred to as "Agreement");

WHEREAS, the term "Medical Center" refers to OLIVE VIEW- UNIVERSITY OF CALIFORNIA LOS ANGELES MEDICAL CENTER, 14445 Olive View Drive, Sylmar, California 91342; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on September 1, 2006.
2. Agreement is hereby extended from September 1, 2006 through February 28, 2007, and may be extended by Director on a month-to-month basis, for a period of time not to exceed six (6) months, commencing on March 1, 2007 through August 31, 2007.
3. Paragraph 25, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be deleted in its entirety and replaced with the following:

"25. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies

against Contractor as it could pursue in the event of default by Contractor."

4. Paragraph 41, CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM PARTICIPANTS FOR EMPLOYMENT, shall be deleted in its entirety and replaced with the following:

"41. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN or GROW participants by job category to the Contractor."

5. Paragraph 57, VALIDITY, shall be added to Agreement as follows:

"57. VALIDITY: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision."

6. Paragraph 58, CONTRACTOR'S CHARITABLE ACTIVITIES

COMPLIANCE, shall be added to Agreement as follows:

"58. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

7. Paragraph 56, NOTICES, of Agreement shall be renumbered as Paragraph 59.

8. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of  
Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

Director of Health Services or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer  
  
CHILD DEVELOPMENT CONSORTIUM OF  
LOS ANGELES, INC.  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
(Type Name)

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AMEND 04241:CV  
CV:06/15/06